

LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402) 441-7410
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 03-140

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

CULVERT PIPE

Sealed bids will be received by Lancaster County, Nebraska on or before 12:00 noon **Wednesday, May 21, 2003** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read aloud in the Conference Room on the first floor of the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **FAX bids are not acceptable**, bid response must be in a sealed envelope.

COMMISSIONERS

*KATHY CAMPBELL * LARRY HUDKINS * LINDA STEINMAN * BERNIE HEIER * BOB WORKMAN*
KERRY EAGAN, Chief Administrative Officer

PROPOSAL
FOR
LANCASTER COUNTY, NEBRASKA
PROJECT NO. 03-31
Furnishing Culvert Pipe
in LANCASTER COUNTY, NEBRASKA

To Lancaster County, Nebraska:

Pursuant to the invitation to bid and the *Instructions to Bidders*, the undersigned bidder herewith submits his Proposal for furnishing all the required pipe on the schedules hereto included.

The undersigned proposes to furnish all materials and labor necessary to complete the work in accordance with the *Specifications and Special Provisions* now on file in the office of the Lancaster County Purchasing Agent and to furnish said pipe on or before July 25, 2003.

The Contractor shall be furnished a PURCHASING AGENT APPOINTMENT and a copy of EXEMPT SALES CERTIFICATE FORM for use in claiming exemption from the sales/use tax levied by the *Nebraska Revenue Act of 1967*, as amended, for tangible personal property incorporated into this Project, and such exemption is in fact reflected in the indicated unit prices for materials.

The unit prices specified herein shall prevail when evaluating the proposals to determine the successful bidder. Should an error be discovered in the estimated quantities during the advertisement period, every effort will be made to issue an addendum correcting the discrepancy. If, in the opinion of the Purchasing Agent, an addendum cannot be issued prior to the filing of the proposals, the County reserves the right to evaluate the proposals based on the known quantities at the time the proposals are opened.

The following schedule and prices are to be used as my total bid and to determine the unit prices for any pipe, more or less, than called for by the *Specifications and Special Provisions* and for partial estimates:

**The bidder shall submit two (2) complete sets of the bid proposal
(one original and one copy)**

PROPOSAL
SPECIFICATION NO. 03-140
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, May 21, 2003

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>EST. QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	18" x 2' Corrugated Metal Pipe Bands	7 ea.	\$_____	\$_____
2.	24" X 2' Corrugated Metal Pipe Bands	7 ea.	\$_____	\$_____
3.	18" X 24' Corrugated Metal Pipe	14 ea.	\$_____	\$_____
4.	24" X 24' Corrugated Metal Pipe	9 ea.	\$_____	\$_____
5.	24" Corrugated Metal Pipe	374 lin. ft.	\$_____	\$_____
6.	30" Corrugated Metal Pipe	192 lin. ft.	\$_____	\$_____
7.	36" Corrugated Metal Pipe	62 lin. ft.	\$_____	\$_____
8.	42" Corrugated Metal Pipe	56 lin. ft.	\$_____	\$_____
9.	30" Round Equivalent Corrugated Metal Pipe	60 lin. ft.	\$_____	\$_____
10.	36" Round Equivalent Corrugated Metal Pipe	180 lin. ft.	\$_____	\$_____
11.	42" Round Equivalent Corrugated Metal Pipe	98 lin. ft.	\$_____	\$_____
12.	48" Round Equivalent Corrugated Metal Pipe	52 lin. ft.	\$_____	\$_____

NO BID BOND REQUIRED

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 03-140**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, AFTER TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.

INSTRUCTIONS TO BIDDERS

LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document and in a sealed envelope with the bid number and/or description clearly marked on the outside of the envelope.
- 1.3 Each bid must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the bidder; and be signed in ink by the bidder.
- 1.4 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.5 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Bids received after the time and date established for receiving bids will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each bidder agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, bidder shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. INDEPENDENT PRICE DETERMINATION

- 4.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

5. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 5.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for bid receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.

6. ADDENDA

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 6.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

8. BRAND NAMES

- 8.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate blank on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 8.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the County's specifications.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate County personnel to the nearest location to view and inspect proposed item(s).
- 9.4 If items are small and mailable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the County of acceptable goods. Bidders must indicate how samples are to be returned.

10. DELIVERY

- 10.1 Each bidder shall state on the proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 10.3 All bids shall be based upon delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

11 WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents must accompany the bid proposal for all items being bid:
1. Manufacturer's warranties and/or guarantees.
 2. Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 11.3 Bidder Warrants and represents to the County that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the bidder until:
1. A physical inspection and actual usage of this material is made and found to be acceptable to the County; and
 2. Material is determined to be in full compliance with the specifications and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the County reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 12.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of Lancaster County, Nebraska, as required by the specification documents or purchase orders.

- 12.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forging, stamping, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 13.5 The County reserves the right to accept or reject any or all bids, or parts of bids; to request rebids; to waive irregularities and technicalities in bids; or to award the bid on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

14. INDEMNIFICATION

- 14.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

SPECIFICATIONS FOR PROJECT NO. 03-31

This project shall be subject to and performed in accordance with all applicable provisions of the *1997 Standard Specifications for Highway Construction* and the *Supplemental Specifications* dated July 12, 2001 of the State of Nebraska, with the following revisions and amendments:

Section 101, Article 101.0316	<u>Commission:</u> Shall mean the Board of County Commissioners of Lancaster County, Nebraska.
Section 101, Article 101.0327	<u>Department:</u> Shall mean the Lancaster County Engineering Department.
Section 101, Article 101.0334	<u>Engineer:</u> Shall mean the Lancaster County Engineer.
Section 101, Article 101.0379	<u>State:</u> Shall mean Lancaster County, Nebraska.
Section 102, Article 102.14	Reference to the Department of Roads in the first sentence shall be amended to read "to the County Treasurer of Lancaster County, Nebraska".
Section 103, Article 103.01	The word "engineer" in the first sentence shall be amended to read "Board of County Commissioners of Lancaster County, Nebraska".
Section 103, Article 103.03 103.04 103.05	This article is void and does not apply to this Contract. (See <i>Instructions to Bidders</i> .)

SPECIAL PROVISIONS FOR PROJECT NO. 03-31

CORRUGATED CULVERT PIPE MANUFACTURE AND CONNECTING BANDS FOR CULVERT PIPE

Culvert pipe with spiral corrugations which conform to the requirements of AASHTO M-36 and all other provisions of the *Standard Specifications* (for sizes up to and including 144" diameter) are acceptable if, and only if, they are manufactured with annular corrugations at the ends of each section of pipe supplied and if they are manufactured with a continuously welded seam. A "spot welded" or "lock seam" shall not be allowed on spiral corrugated pipe.

The only coupling or connecting bands acceptable are the corrugated type band.

PIPE DELIVERY

Culvert pipe shall be delivered F.O.B. to the Lancaster County Engineering Department's County Shop at 444 Cherrycreek Road, Building "B," Lincoln, Nebraska 68528. The delivery shall be made on or before **July 25, 2003**. Delivery shall be made on weekdays between the hours of 7:30 A.M. and 3:30 P.M. Lancaster County will unload culvert pipe at the County Shop. No delivery will be accepted on **Monday, May 26, 2003**, or **Friday, July 4, 2003**.

METHOD OF MEASUREMENT ITEMS 5-12

Subsection 718.04 in the *Standard Specifications* is void and shall read as follows:

- 1) Corrugated metal pipe and round equivalent pipe of each different size, delivered and accepted, will be the actual length measured along the longitudinal axis of the pipe delivered and accepted.
- 2) Corrugated metal pipes that are constructed with elbows will be measured for payment along the longitudinal axes of the pipes and such measurement shall be continuous through the elbows. The additional allowances for elbows, including all necessary connecting bands or other approved connections, shall be seven (7) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is 30 inches or less in diameter; six (6) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is 36 inches to 54 inches in diameter; five (5) linear feet of pipe of corresponding diameter for each corrugated metal elbow that is more than 54 inches in diameter.
- 3) Round equivalent corrugated metal pipes that are constructed with elbows will be measured for payment along the flow line of the pipes and such measurement shall be continuous through elbows. The additional allowance for elbows, including all necessary connecting bands or other approved connections, shall be seven (7) linear feet of pipe of corresponding size for each corrugated metal elbow that is 36 inches x 22 inches or less in size; six (6) linear feet of pipe of corresponding size for each corrugated metal elbow that is 43 inches x 27 inches to 65 inches x 40 inches in size; and five (5) linear feet of pipe of corresponding size for each corrugated metal elbow that is more than 65 inches x 40 inches in size.

SPECIAL PROVISIONS

Project No. 03-31

Page 2

BASIS OF PAYMENT- ITEMS 5-12

Subsection 718.05 in the *Standard Specifications* is void and shall read as follows:

- 1) Culvert pipe and round equivalent pipe, measured as provided herein, shall be paid for at the contract unit prices per linear foot for the item, "Corrugated Metal Pipe" or for the item "Round Equivalent Corrugated Metal Pipe" of the several sizes. These prices shall be full compensation for furnishing and hauling the pipe and for furnishing and hauling connecting bands and elbows.

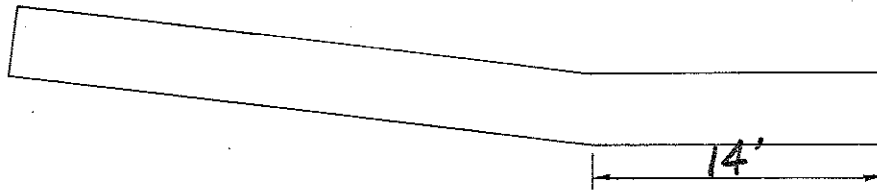
PIPE LENGTHS AND MARKINGS - ITEMS 5-12

Included in these *Special Provisions* are culvert sections showing details about culvert lengths needed for future installation by Lancaster County forces. Pipe shall be furnished in appropriate lengths with connecting bands and with appropriate elbows to match culvert section details.

In addition, each pipe shall be marked with the appropriate culvert identification (such as "B-192") as shown on the "Culvert Sections" diagrams.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT - ITEMS 1-4

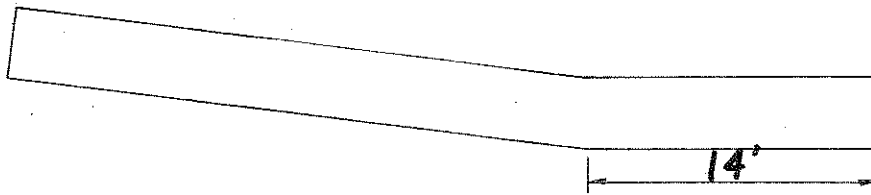
Corrugated Metal Pipe and Pipe Bands shall be measured and paid on a per each basis for the various sizes and lengths identified in the proposal, delivered and accepted.



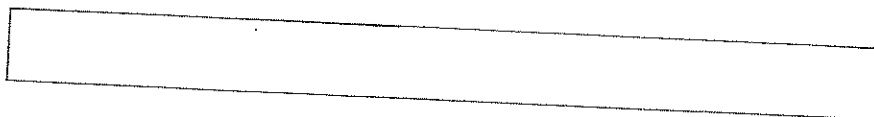
Culvert B-44 Size x Length 36" RE x 54' Elbow 5°
Allowance 6'



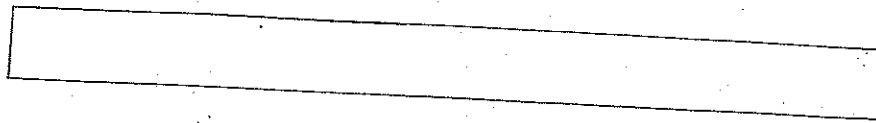
Culvert B-192 Size x Length 42" RE x 46'



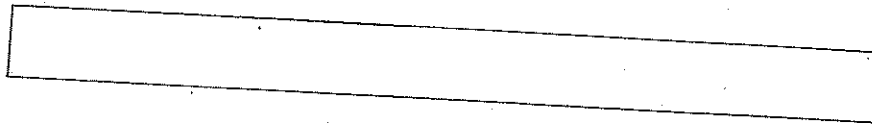
Culvert D-248 Size x Length 24" x 52' Elbow 5°
Allowance 7'



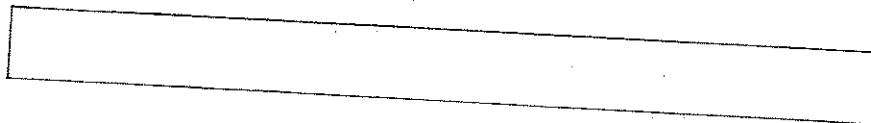
Culvert F-63 Size x Length 24" x 52'



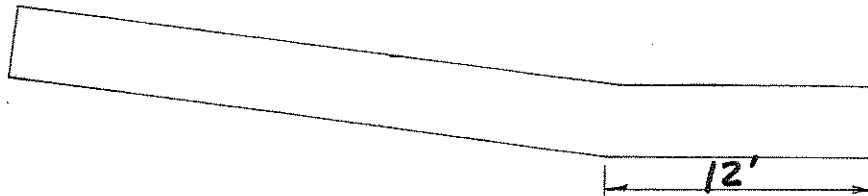
Culvert F-65 Size x Length 24" x 52'



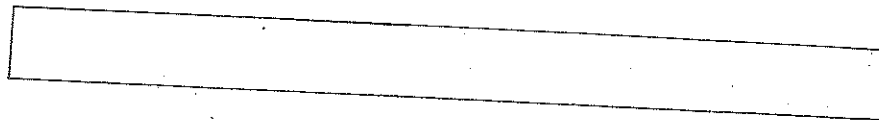
Culvert F-262 Size x Length 24" x 50'



Culvert G-240 Size x Length 36" RE x 56'



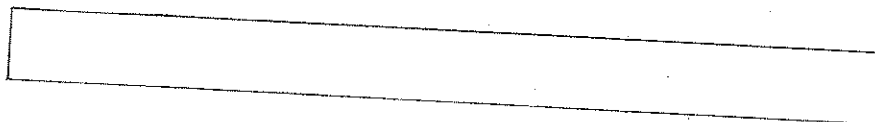
Culvert G-243 Size x Length 24" x 54' Elbow 6°
Allowance 7'



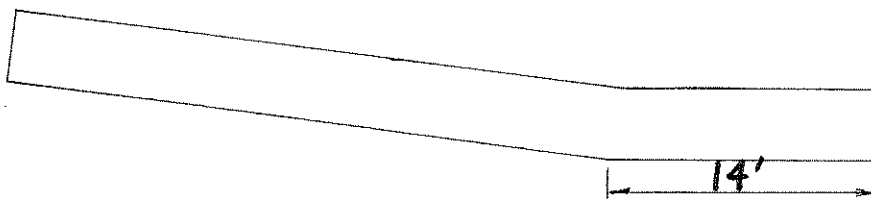
Culvert G-245 Size x Length 24" x 50'



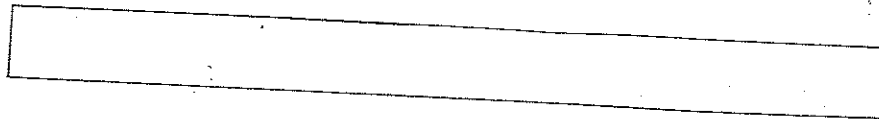
Culvert O-20 Size x Length 48" RE x 52'



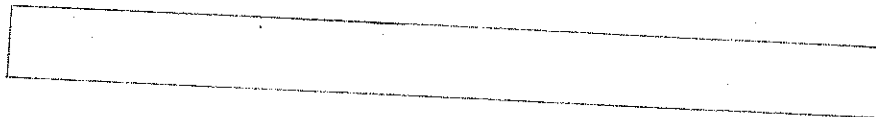
Culvert O-92 Size x Length TWIN 30" x 48'



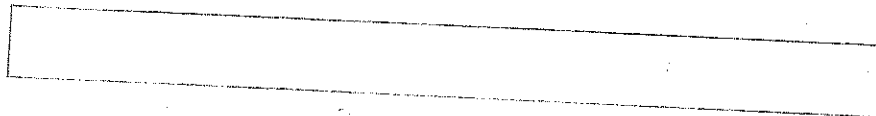
Culvert O-259 Size x Length 36" RE x 58' Elbow 4°
Allowance 6'



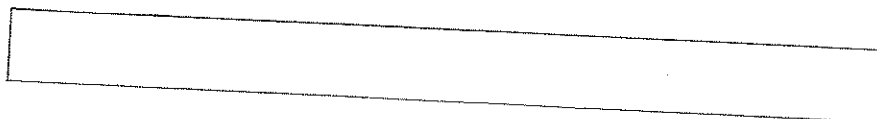
Culvert R-113 Size x Length 42"RE x 52'



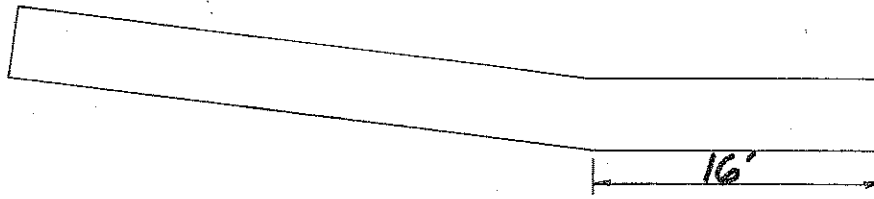
Culvert R-261 Size x Length 30" x 48'



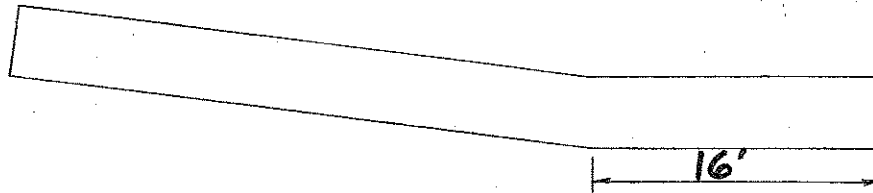
Culvert S-58 Size x Length 24" x 50'



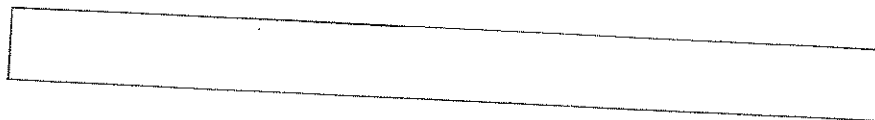
Culvert T-194 Size x Length 30" x 48'



Culvert V-77 Size x Length 42" x 50' Elbow 6°
Allowance 6'



Culvert W-62 Size x Length 36" x 56' Elbow 7°
Allowance 6'



Culvert Y-93 Size x Length 30" RE x 60'